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VIA ECF

Hon. Thomas P. Griesa, U.S.D.J.
United States District Court
Southern District of New York
500 Pearl Street
New York, New York 10007

Re: *Azogue v. 16 for 8 Hospitality LLC, et al.*

Dear Judge Griesa:

We represent the defendants in the above-referenced case, and we write pursuant to Your Honor's request for a status update and in response to Mr. Cilenti's related letter of yesterday.

In connection with finalizing a proposed settlement agreement among the parties, there exists an outstanding but limited question, *i.e.*, whether Rule 23 Class Members who fail to opt-out of the settlement agreement – thus become bound by it – may properly waive and release all of their wage and hour claims, including under both state and federal law.

The defendants believe Rule 23 Class Members who fail to opt-out may indeed waive all of their wage and hour claims. *See, e.g., Trinidad et al. v. Pret A Manger (USA) Ltd. et al.*, 12 civ 6094 (PAE), 2014 WL 4670870, *2 (Sept. 19, 2014 S.D.N.Y.) (explicitly approving as procedurally and substantively fair a class and collective action settlement agreement providing that "all class members who have not opted out will release all of their wage and hour claims and other labor claims *under federal, state and local law*" (emphasis added)). Notably, Plaintiffs' counsel has not supplied us with any authority to the contrary.

The defendants thank the Court for its continued attention to this matter and we look forward to resolving this matter.

Respectfully submitted,



Jason B. Klimpl

cc: Justin Cilenti, Esq.